IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHC 267

Originating Claim No 479 of 2024

Between

Wish Controls Pte Ltd

… *Claimant*

And

Trident Water Systems Pte Ltd

… *Defendant*

Counterclaim of Defendant

Between

Trident Water Systems Pte Ltd

… *Claimant in Counterclaim*

And

Wish Controls Pte Ltd

… *Defendant in Counterclaim*

JUDGMENT

[Civil Procedure — Costs]

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Wish Controls Pte Ltd
v
Trident Water Systems Pte Ltd

[2025] SGHC 267

General Division of the High Court — Originating Claim No 479 of 2024
Choo Han Teck J
28 October, 29 December 2025

31 December 2025 Judgment reserved.

Choo Han Teck J:

1 The judgment on the merits of this application was delivered on 18 December 2025 in *Wish Controls Pte Ltd v Trident Water Systems Pte Ltd* [2025] SGHC 256. This judgment is on the costs of the action.

2 On the merits, I allow the Claimant's (Wish Control Pte Ltd) claim in its entirety. The Defendant (Trident Water Systems Pte Ltd) shall pay the Claimant $522,747.54 together with interest at 5.33% per annum from the date of the Originating Claim to the date of the judgment. On the Defendant's counterclaim, counsel for the Defendant, Mr Gerard Quek, succeeds in proving three of the eight alleged breaches. However, because counsel was unable to prove any damage arising from these breaches, only nominal damages at $1000 per breach is awarded. Thus, I ordered the Claimant to pay the Defendant $3000 as nominal damages for its breaches.

3 Costs generally follow the event. As the Claimant has succeeded in the main action, and the Defendant has succeeded in part in its counterclaim, costs will be awarded to reflect the relative success.

4 Regarding the main action, I agree with the Claimant that guidance should be taken from the cost guidelines in the Supreme Court Practice Directions 2021 ("PD"). Appendix G (Guidelines for Party-and-Party Costs Awards in the Supreme Court of Singapore) of the PD provides a range of costs for commercial claims:

Nature of Claim	**Costs**		
	Pre-trial	**Trial (daily tariff)**	**Post-trial Work**
Commercial	$25,000–$90,000	$6,000–$16,000	Up to $30,000

5 The Claimant seeks $98,000 plus disbursements. However, in arriving at that figure, counsel for the Claimant, Mr Ranjit Singh, claims on the basis of a three-day daily tariff for the trial. This is not right as the trial lasted only one day. Nevertheless, I acknowledge that the issues at trial were reasonably complex and a fair number of documents were referred to. Therefore, approximately the middle range of the costs guidelines should be adopted. Accordingly, I order that the Defendant pay the Claimant costs of $80,000 plus disbursements of $6,418.25.

6 Regarding the counterclaim, I disagree with the position advanced by both parties. The Claimant's case is that no costs should be awarded to the Defendant because only nominal damages were awarded. But the Defendant has succeeded in proving a legal wrong, independent of the quantum that was eventually ordered. Therefore, costs should be awarded to reflect that point.

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7 The Defendant's case is that this success should be reflected in a 25% discount to the costs ordered in the main action is untenable. Counsel for the Defendant argued that the "25% discount is reasonable taking into account the extent of the Claimant's breach, which ultimately resulted in [Sato's] termination of the Defendant's contract". That argument has no merit. In my judgment on the merits, I found that Sato had terminated the Defendant's contract by no fault on the part of the Claimant. Furthermore, the Defendant had only partially succeeded in the counterclaim. Although counsel for the Defendant alleged eight instances of breach, only three were successfully proven. Even so, although the defendant was able to prove breach, it was unable to prove any damage. Thus, although some costs will be awarded for proving the counterclaim, I will fix nominal costs of $6000 all-in, inclusive of disbursements to be paid by the Claimant to the Defendant.

8 Pursuant to O 21 r 2(5) of the Rules of Court 2021, the court is empowered to order the parties costs to be set off against one another so that only the balance has to be paid. Exercising that power of set-off, I order that the Defendant pay the Claimant costs of $80,418.25 all-in.

- Sgd -
Choo Han Teck
Judge of the High Court

Ranjit Singh (Francis Khoo & Lim) for the claimant;
Gerard Quek Wen Jiang and Glenn Chua Ze Xuan (PDLegal LLC)
for the defendant.

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